



## NOTICE OF STATE FOREST TIMBER SALE

Sealed bids will be received for the purchase of all timber (sawtimber and pulpwood) estimated for harvest on the designated portion of the Cumberland State Forest, located in Cumberland County, Virginia. See attached maps. Bids will be received by the Virginia Department of Forestry, Attention: Administrative Staff Assistant, 751 Oak Hill Road, Cumberland, VA 23040, until 10:00 a.m., Wednesday, February 24, 2021, at which time all bids will be opened.

The timber sale consists of two stands of **SFI and ATFS certified wood** totaling approximately 18.0 acres of regeneration harvest. All standing sawtimber and pulpwood removals within the harvest area have been estimated and are scheduled for harvest cutting under this contract. Sale boundaries have been marked with blue paint. All merchantable timber in the harvest area is to be harvested by clear felling as designated by the harvest map. Ingress and egress shall be only through access roads shown on the map or mutually agreed upon. All logging activity will be confined to the sale area and any logging debris accumulated outside the sale area, including the reserve strips, must be pulled back inside the sale area. Stump height shall not exceed 10 inches above mineral soil. To improve post-harvest wildlife habitat, scattered standing dead trees have been marked with pink or orange banding and should be left standing when safe to do so. The Department reserves all rights to cone and/or seed collection from the tops of marked or cut trees.

***The following volumes are only estimates and not guaranteed. Each bidder is encouraged to use their own cruise data to compute bids. Topwood has not been included in the tables below.***

SPECIES	NUMBER OF TREES	TOTAL VOLUME Bd.Ft. INTERNATIONAL 1/4" RULE	AVERAGE Bd.Ft. PER TREE
LOBLOLLY + SHORTLEAF PINE	1,523	276,700	182
RED OAK	11	1,000	91
WHITE OAK	33	1,400	42
YELLOW POPLAR	65	4,000	62
VIRGINIA PINE	85	7,000	82
<b>TOTAL</b>	<b>1,717</b>	<b>290,100</b>	<b>169</b>

PULPWOOD		
SPECIES	NUMBER OF TREES	WEIGHT (TONS)
PINE	480	155
HARDWOOD	1,093	143
<b>TOTAL</b>	<b>1,573</b>	<b>298</b>

SPECIES	# TREES TOTAL	VOLUME TOTAL	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME
			10"	10"	12"	12"	14"	14"	16"	16"	18"	18"
LOBLOLLY + SHORTLEAF PINE	1,523	276,700	55	3,000	381	35,800	490	85,800	418	98,100	161	46,300
RED OAK	11	1,000	-	-	-	-	-	-	11	1,000	-	-
WHITE OAK	33	1,400	-	-	19	700	14	700	-	-	-	-
YELLOW POPLAR	65	4,000	27	600	19	700	-	-	11	1,400	8	1,300
VIRGINIA PINE	85	7,000	-	-	38	1,800	28	2,300	11	1,400	8	1,500

SPECIES	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME
	20"	20"	22"	22"	24"	24"	26"	26"	28"	28"	30"	30"
LOBLOLLY + SHORTLEAF PINE	7	2,700	11	5,000	-	-	-	-	-	-	-	-
RED OAK	-	-	-	-	-	-	-	-	-	-	-	-
WHITE OAK	-	-	-	-	-	-	-	-	-	-	-	-
YELLOW POPLAR	-	-	-	-	-	-	-	-	-	-	-	-
VIRGINIA PINE	-	-	-	-	-	-	-	-	-	-	-	-

SPECIES	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME	# TREES	VOLUME
	32"	32"	34"	34"	36"	36"	38"	38"	40"	40"	42"	42"
LOBLOLLY + SHORTLEAF PINE	-	-	-	-	-	-	-	-	-	-	-	-
RED OAK	-	-	-	-	-	-	-	-	-	-	-	-
WHITE OAK	-	-	-	-	-	-	-	-	-	-	-	-
YELLOW POPLAR	-	-	-	-	-	-	-	-	-	-	-	-
VIRGINIA PINE	-	-	-	-	-	-	-	-	-	-	-	-

All bids will be on a lump sum basis for the timber offered. No bids on a log scale or mill tally basis will be considered. A one thousand dollar (\$1,000) deposit must accompany all bids. In order for your bid to be accepted, the deposit must be in the form of a check made payable to the Department of Forestry. The deposit will serve as a performance bond and be retained until satisfactory conclusion of the contract by the successful bidder, at which time it will be released. For all unsuccessful bidders, the deposit will be returned. The Department reserves the right to reject any and all bids.

Full particulars, including proposal form and sample contract, may be secured from the Virginia Department of Forestry, Tom Zaebst, Assistant State Forests Manager; or from Shannon Lewis, Cumberland State Forest Manager, 751 Oak Hill Road, Cumberland, VA 23040 (804-492-4121).

### INSTRUCTIONS

1. Be sure to enter your complete and correct address.
2. All bids will be on the basis of a lump sum for the timber offered. Be sure to enter the lump sum price for all the timber offered (estimated to be 290,100 board feet of sawtimber and 298 tons of pulpwood). Bids to purchase portions of the timber offered or bids on a log scale or mill run price will not be considered. The right to reject any and all bids is reserved.
3. A one thousand dollar (\$1,000) deposit must accompany all bids. The deposit must be in the form of a check made payable to the **Department of Forestry**. The deposit will serve as a performance bond and be retained until satisfactory conclusion of the contract by the successful bidder, at which time it will be released. For all unsuccessful bidders, the deposit will be returned.
4. Seal your proposal in the envelope marked as follows: "SEALED BID for CU 08-025, -026 on the Cumberland State Forest. OPEN: February 24, 2021, at 10:00 a.m." Please write your name on the sealed envelope, "Bid Proposed by: (Name)."
5. Enclose this sealed envelope in your envelope addressed to the Virginia Department of Forestry, Attention: Administrative Staff Assistant, 751 Oak Hill Road, Cumberland, VA 23040.
6. Be sure your bid is signed, sealed and mailed in time to reach Cumberland well before 10:00 a.m., February 24, 2021.
7. Results of the timber sale can be found on the Virginia Department of Forestry website on the date of the sealed bid opening at <http://www.dof.virginia.gov/business/index.htm#timbersales> or by calling (804) 492-4121.



**CUMBERLAND STATE FOREST**  
**CU 08-025, -026**

**TIMBER SALE:** Located in Cumberland County, Virginia. The sale area consists of 18.0 acres of regeneration harvest within Cumberland State Forest at the intersection of Sugar Fork and Game Farm roads. See attached maps for directions. State Forest personnel will take prospective buyers to the harvest area if requested.

Date \_\_\_\_\_, 20 \_\_\_\_\_

I \_\_\_\_\_, of \_\_\_\_\_,  
(NAME) (RURAL/PO BOX, CITY)

Virginia, \_\_\_\_\_ [Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_] hereby offer to purchase the **SFI and ATFS certified**  
(ZIP CODE)

timber offered for cutting on the designated portion of the Cumberland State Forest, estimated to be approximately 290,100 board feet of sawtimber (International 1/4" Rule) and 298 short tons (2,000 lbs.) of pulpwood for the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

The required check for \$1,000 made payable to the Department of Forestry is enclosed as a deposit. The deposit will serve as a performance bond and be retained until satisfactory conclusion of the contract by the successful bidder, at which time it will be released. For all unsuccessful bidders, the deposit will be returned. If the successful bidder fails to execute the contract in the prescribed time period or perform services to the standards outlined in the contract, in addition to all other legal remedies available, the deposit will be forfeited to the Department. If this bid is accepted, **I agree to pay the full balance due for the offered timber within ten (10) days of the bid acceptance date.** I have read the sample contract to be signed if my bid is accepted.

A purchaser is in default if his/ her bid is accepted and he/ she fails to abide by his agreement to purchase the timber as offered. Debarment, suspension or rejection of future bids by the Department may result from such default.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)

**Send to:**  
**Virginia Department of Forestry, Attention: Administrative Staff Assistant, 751 Oak Hill Road, Cumberland,**  
**Virginia 23040**



## SAMPLE TIMBER SALE CONTRACT

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of February, 2021, by and between the Commonwealth of Virginia, Department of Forestry hereinafter called the Department, and \_\_\_\_\_, of \_\_\_\_\_, Virginia, hereinafter called the Purchaser.

### WITNESSETH THAT:

#### ARTICLE I

- (1) The Department agrees to sell and the Purchaser agrees to buy all the standing sawtimber and pulpwood designated for harvest on 18.0 acres of regeneration harvest located on Cumberland State Forest. All sawtimber and pulpwood in the clearcut harvest area have been estimated and are offered for sale. ALL MERCHANTABLE AND/ OR MARKED TIMBER IS SCHEDULED FOR CUTTING UNDER THIS CONTRACT. The volume is estimated to be approximately 290,100 board feet of sawtimber (International 1/4" Rule) and 298 short tons (2,000 lbs.) of pulpwood. These volumes are only estimates and not guaranteed. Each bidder is encouraged to use their own cruise data to compute bids. Sale boundaries have been marked with blue paint.
- (2) The Department guarantees the title to said timber and to defend it against any and all claims for taxes, mortgages or other legitimate encumbrances at its own expense. However, title to all forest products shall remain with the Department until payment has been made in full.
- (3) The Department hereby expressly grants to the Purchaser the right of ingress and egress across and upon the sale area.

#### ARTICLE II

- (1) The Purchaser agrees to pay the Department the sum of (\$ FULL AMOUNT) dollars for all the timber sold hereunder. The full payment is due and payable within ten (10) days from the date hereof. No timber shall be cut, nor shall this contract be deemed to be in effect, until payment has been made in full.
- (2) The Purchaser agrees to notify the Cumberland State Forest office at 804-492-4121 three (3) days prior to the commencement of harvest activities.
- (3) Unless a written extension of time is granted by the Department, or barring forfeiture of cutting rights for noncompliance of contract provisions, all stumpage sold hereunder shall be removed on or before **March 1, 2022.**

#### ARTICLE III

- (1) Timber harvested hereunder shall be felled, skidded and concentrated in such manner as to cause the least possible waste and a minimum of damage to designated crop trees, streams, creeks, springs and soils.
  - (a) Stumps shall be cut in such manner as to cause the least possible waste and not higher than 10 inches above ground level, except on misshapen or defective trees where cutting below 10 inches is not practical.
  - (b) To improve post-harvest wildlife habitat, standing dead trees shall be left, if safe to do so. Standing dead "leave" trees have been marked with pink or orange banding.
  - (c) **NO CUTTING OR EQUIPMENT OPERATION is allowed inside established mitigation buffers.** There are no mitigation buffers immediately adjacent to this harvest. There are mitigation buffers across Game Farm Road from the harvest area.
  - (d) All trees sold hereunder shall be utilized as low in diameter in the tops as may be practical.

- (e) All merchantable trees will be cut (unless otherwise designated).
  - (f) All trees shall be felled within the cutting boundaries. Logging debris accumulated outside the sale area shall be pulled back within the sale area and dispersed unless otherwise specified by the Forest Manager.
  - (g) No trees, logs or logging debris will be left in streams, creeks or springs.
  - (h) The Purchaser and the Department shall mutually lay out the designated system of skidding trails over which the timber sold hereunder shall be removed and all skidding activities will be confined to these trails.
  - (i) The Department reserves the right to suspend logging activities during such time as these activities would result in detrimental consequences to forest soils during prolonged periods of inclement weather.
- (2) Timber harvested by the Purchaser from standing trees shall be removed in such a manner as to cause the least possible damage to the existing main haul roads and no public hazard at entrance ways to primary and secondary Virginia highways.
- (a) Access to the sale area is adequate and main hauls will be confined to this system for all men, materials and logging equipment including transport trucks necessary for the removal of said timber; the right to designate or approve the location of any new road across State Forest land is specifically reserved.
  - (b) All such new roads with the exception of skidding roads constructed by the Purchaser and all existing roads within the timber sale area shall be left in passable condition (usable by pickup truck) during and upon completion of this contract.
  - (c) Excessive scalping will not be allowed on any forest road. The threshold for the term "excessive" will be determined by the acting forest manager.
  - (d) During and upon completion of the harvest operation, the Purchaser shall comply with the Water Quality and BMP standards listed in the "Virginia's Forestry Best Management Practices for Water Quality, Fifth Edition" issued by the Virginia Department of Forestry. The Department reserves specifically the right to request corrective action of the Purchaser in maintenance and stabilization of forest roads, trails, culvert pipes, water bars, side ditches, lead-off ditches, decks, skid trails and streams where destructive action of the Purchaser has contributed to a BMP or Water Quality problem.
  - (e) *The purchaser shall comply with all Virginia Department of Transportation regulations and obtain all required permits for temporary logging entrances.* The Purchaser shall guard against the unnecessary transfer of mud and debris by vehicle onto the public highway system of the Commonwealth of Virginia, whereby the same poses a threat to public safety. Furthermore, the Purchaser assumes the responsibilities for the preventive and/or corrective action necessary to eliminate this source of hazard should the problem develop.
  - (f) The Purchaser will assume the responsibility for stabilizing against erosion on used forest roads and trails according to the Water Quality BMP Handbook.
- (3) The location of any landings, logging deck areas, and stream crossings will be approved by the Department prior to development.
- (a) The Purchaser and the Department shall mutually lay out the decking location and size of the decking area. Excessive scalping of the decking area is not permitted. The threshold for the term "excessive" will be determined by the acting forest manager.
- (4) All logging operators on State Forest lands must be trained and certified under their respective state's professional logger program, such as Virginia's SHARP Logger Program.
- (5) The Purchaser agrees to exercise the utmost care and caution to prevent the inception and spread of forest fires on the area for sale and on adjoining areas. The Purchaser further agrees to observe and comply with all the forest fire laws of the State of Virginia which may be applicable. The Purchaser will be held liable for costs associated with controlling any fire caused by the harvest operation or for fire damage to residual trees and adjacent forest stands.

## ARTICLE IV

- (1) The Department reserves the right to postpone timber removal under terms of this contract for gross noncompliance with the agreed upon provisions herein, to the extent, however, that in case of dispute over the terms of this agreement, the Department and the Purchaser agree to accept the decision of an arbitration board of three selected persons. Each of the contracting persons will select one person and the two selected will select a third to form this board. In the event a satisfactory decision is not reached, appeal to the local Circuit Court is available.
- (2) The Department reserves the right to retain and use the associated performance bond against costs incurred to remedy any noncompliance of items in Article III. The performance bond will be held by the Department for 60 calendar days after completion of the harvest to allow the Purchaser sufficient time to fix any issues. The performance bond will be returned to the Purchaser or held on file if all issues are resolved within 60 calendar days. The performance bond will become the property of the Department to fund corrective practices for any noncompliance remaining after 60 calendar days.

## ARTICLE V

- (1) The Purchaser's signature on the face of this bid certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material and is in all respects, fair and without collusion or fraud. The Purchaser understands that collusive bidding is a violation of the Virginia Governmental Fraud Act and federal law and can result in fines, prison sentences, and civil damage awards. The Purchaser agrees to abide by all conditions of this bid/proposal.
- (2) The Purchaser, and all solicitations and advertisements for employees placed by or on behalf of the Purchaser, will state that such Purchaser is an equal opportunity employer.
  - (a) The Purchaser will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the Purchaser.
  - (b) The Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
- (3) DRUG FREE WORKPLACE: The Purchaser acknowledges and certifies that it understands that the following acts by the Purchaser, its employees, and/or agents performing services on state property are prohibited:
  - (a) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
  - (b) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Purchaser further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.
- (4) The Purchaser certifies and warrants that by his signature on the face of this bid he has neither offered nor received any kickbacks from any other bidder in connection with his bid on this solicitation. A kickback is defined as an inducement for the award of a contract, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
- (5) No bidder shall confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

- (6) The Purchaser shall indemnify, and hold harmless the Commonwealth of Virginia, its offices, agents and employees from any claims, suits, liability or damage arising from or caused by negligence on the part of the Purchaser in harvesting the pulpwood herein conveyed.
- (7) This contract may not be assigned, sublet or transferred without the written consent of the Department.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
TELEPHONE NUMBER

Approved at Salem, Virginia under the above conditions \_\_\_\_\_, 2021

\_\_\_\_\_  
DIRECTOR OF AGENCY LANDS